

Exhibit 4



USAID
FROM THE AMERICAN PEOPLE

September 30, 2005

Mr. Daniel E. Pellegrum
President
Pathfinder International
Nine Galen Street, Suite 217
Watertown, MA 02472-4501

Reference: Extending Service Delivery for Reproductive Health and
Family Planning Project, Leader with Associate Cooperative Agreement

Subject: Notice of Agreement Award No. GPO-A-00-05-00027-00

Dear Mr. Pellegrum:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Pathfinder International of Watertown, MA (hereinafter referred to as the "Recipient"), a Leader with Associate (LWA) Cooperative Agreement with a ceiling amount of \$135,000,000 to provide support for a program as described in the Schedule of this award and in Attachment B, entitled "Program Description." This Leader With Associate (LWA) Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date of 09/30/2005 and ending 09/29/2010.

USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. This LWA Cooperative Agreement is made to the Recipient, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), and Attachment C (the Standard Provisions), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Leader With Associates Cooperative Agreement, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,

Anne T. Quinlan
ANNE T. QUINLAN
Agreement Officer

1300 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20523

Attachments:

- A. Schedule
- B. Program Description
- C. Standard Provisions

ACKNOWLEDGED;

BY: 

TITLE: President

DATE: September 30, 2005

A.5 REPORTING AND EVALUATION

1. Annual Work Plan

The recipient will prepare annual work plans (three copies) for the Leader Award on a schedule, and according to a format provided by USAID, to be submitted to the GH/PRH/SDI CTO for USAID approval. For the Leader Award, the Recipient will follow the work plan year as defined by the CTO and the Office of Population and Reproductive Health. The first work plan to be submitted will not necessarily be for a full year or may be for more than a full year, depending upon the start date of the agreement. The work plans for the Associate Awards will be submitted to the Mission CTOs.

2. Financial Reporting: The Recipient shall submit an original and three copies. Financial Reports shall be in keeping with 22 CFR 226.

Country-by-Country Breakdown of Expenditures

The Recipient shall list each country included in the program and the total amount expended for each country under the award for the reporting period in the "Remarks" block on the "Financial Status Report" SF 269 or SF 269A, or on a separate sheet of paper with the "Request for Advance or Reimbursement" SF 270.

3. Performance Monitoring Report (three copies)

For the first and last years of the LWA Cooperative Agreement, based on the Performance Monitoring Plan (PMP), to be developed by the recipient in collaboration with USAID, the recipient shall submit an updated report on progress towards agreed performance targets every three (3) months. For all other program years, progress reports should be submitted every six (6) months. This will include information on activities in all countries and regions. The reports must also include the following: 1) explanation of quantifiable output of the programs or projects, if appropriate and applicable; 2) reasons why established goals were not met, if appropriate; and, 3) analysis and explanation of cost overruns or high unit costs (recipients must immediately notify USAID of developments that have a significant impact on award-supported activities). Further, notification should be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. These notifications are expected to include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

4. The Performance Report, in accordance with 22 CFR 226.52, the SF 269 and SF 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

1) The SF 272 and 272a (if necessary) must be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be submitted at the same time to the Agreement Officer and the Cognizant Technical Officer;

2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical Officer, with one copy to the Agreement Officer;

3) In accordance with 22 CFR 226.70-72, the original and two copies of all final financial reports shall be submitted to M/FM, the Agreement Officer, and the CTO. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (1) above.

5. The Final Performance Report (5 copies) shall be submitted as follows:

As USAID requires, 90 days after the completion date of this Leader With Associate Cooperative Agreement, the Recipient shall submit a final report which includes an executive summary of the Recipient's accomplishments in achieving results and conclusions about areas in need of future assistance; an overall description of the Recipient's activities and attainment of results by country or region, as appropriate, during the life of the Cooperative Agreement; an assessment of progress made toward accomplishing the Objective and Expected Results; significance of these activities; important research findings; comments and recommendations; and a Fiscal Report that describes how the Recipient's funds were used (See 22 CFR 226.51).

6. Final Report : The Recipient shall submit the original and one copy to the CTO, and one copy, in electronic (preferred) or paper form of final documents to one of the following:

(a) Via E-mail: docsubmit@dec.cdie.org ;

(b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA;

(c) Via Fax: (301) 588-7787; or

(d) Online:

<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

A.6 INDIRECT COST RATE

Negotiated Indirect Cost Rate Agreement

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Overhead	15.00%	1/	Provisional	Until Amended

Base of Application

1/ Total Direct Costs excluding bulk commodity purchases (i.e., any single procurement action greater than \$250,000 for tangible goods purchased for distribution to third party recipients, to include, but not limited to: medical equipment. Vehicles, computer equipment and software, office furniture and equipment, and audio visual equipment - including obsolete write-offs shown as "AID funded program support"). Contraceptives and related freight in their entirety, and subcontracted technical services and subagreements

(i.e., AID funded subproject payments) greater than \$100,000 per year per agreement.

A.7 TITLE TO PROPERTY

Property Title will be vested with the Recipient.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this LWA Cooperative Agreement Award is 000.

A.9 COST SHARING

The Recipient agrees to expend an amount not less than ten (10%) or a minimum of \$13,500,000 of the total activity costs.

A.10 SUBSTANTIAL INVOLVEMENT

It is anticipated that USAID shall have substantial involvement in this program. Such involvement shall be limited to the following:

1. Approval of annual work plans, and all modifications which describe the specific activities to be carried out under the agreement;
2. Approval of Key Personnel;
3. USAID participation and/or joint collaboration in monitoring progress toward achievement of objectives and anticipated results, as well as monitoring financial expenditures; and,
4. USAID/GH CTO approval of all Associate Award Program Descriptions.

A.11 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations). Program Income earned under this award shall be added to the project.

A.12 SPECIAL PROVISIONS

Reporting on Foreign Taxes (SEPT 2003)

USAID Disability Policy (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID

(d) Where. Submit the reports to:

(e) Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>

C.32 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

C.33 CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html"

C.34 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (JUNE 2005)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as noted in the second sentence of this paragraph, as a condition of entering into this agreement or any subagreement, a non-governmental organization or public international organization recipient/subrecipient must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The recipient shall insert this provision, which is a standard provision, in all subagreements.

(e) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

**C.35 TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)**

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.